

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 7/26/2004		2. CONTRACT NO. (If any) GS-35F-0569K		8. SHIP TO:	
3. ORDER NO. HSTS03-04-F-COM032		4. REQUISITION/REFERENCE NO. PREQ-04-COM-032		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) DHS, Transportation Security Administration Office of Acquisition, TSA-25 601 South 12 th Street, Arlington, VA 22202-4220				b. STREET ADDRESS	
7. TO:				c. CITY	d. STATE
a. NAME OF CONTRACTOR Rob Bruce (301) 683-6053 b. COMPANY NAME Vocus Inc. c. STREET ADDRESS 4296 Forbes Blvd. d. CITY Lanham				e. ZIP CODE	
9. ACCOUNTING AND APPROPRIATION DATA 05X0508140.2004.5A1CCOM000.1C00000000.31470 (F)				f. SHIP VIA	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REF YOUR: <u>proposal</u> Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. <input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
10. REQUISITIONING OFFICE TSA-4					

12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 7/25/2005	16. DISCOUNT TERMS Net 30
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Vocus Public Relations v3.0, Concurrent Seat Licenses, Enterprise Edition. To Include: Advanced graphic reporting module, campaign management, and a global media database. Price to also include training, travel, hosting services, support, and account management. Faxed offer dated June 30, 2004 is incorporated herein.</p> <p>See Attachment A for Clauses. The terms and conditions of the GSA Schedule govern except for TSAMS Clause 3.9.1.1. Contract Disputes.</p> <p>Period of performance is 7/26/2004 – 7/25/2005</p> <p>Contract Specialist: Renee Sturgill (571) 227-1411 POC: Derry Greene (571) 227-2744 COTR: Deirdre O'Sullivan (571) 227-2749</p>	25	LOT		\$153,827.00	
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17(h) (Cont page
	21. MAIL INVOICE TO:					
	a. NAME Transportation Security Administration					
	b. STREET ADDRESS (or P.O. Box) 601 South 12 th Street, Mail Stop RT-14A				\$153,827.00	17(i) GRA TOTAL
	c. CITY Arlington	d. STATE VA	e. ZIP CODE 22202			

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Marvin Grubbs
TITLE: CONTRACTING OFFICER

CLAUSES

TSAAMS 3.9.1.1 Contract Disputes (May 2003)

(a) All contract disputes arising under or related to this contract shall be resolved through the Transportation Security Administration (TSA) dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290, Facsimile: (202) 267-3720

(2) Other address as specified in 14 CFR Part 17.

(e) A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA, which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.

(i) The TSA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.